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CAF / 5285

**AN AGREEMENT BETWEEN  
SUPERINTENDENT OF SCHOOLS  
HOMER CENTRAL SCHOOL CHIEF SCHOOL OFFICER  
AND  
HOMER SCHOOL FOOD SERVICE ASSOCIATION**

**RECEIVED**

NOV 20 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JULY 1, 2006 - JUNE 30, 2009

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## PREAMBLE

This Agreement entered into this \_\_\_\_\_, by and between the Superintendent of Schools of the Homer Central School District, hereinafter called the "Chief School Officer," (C.S.O.) and the Homer School Food Service Association, hereinafter, called the "Association."

## WITNESSETH

Whereas, the Chief School Officer and the Association recognize and declare that providing a quality school lunch program for the children of the Homer Central School is their mutual aim, and that the character of such program depends predominately upon the quality and morale of such cafeteria service, and

Whereas, the Chief School Officer has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representatives of the cafeteria staff in a non-instructional negotiating unit composed of all cafeteria personnel except the cafeteria manager, with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I Recognition

### Section 1.

In accordance with Article 14 of the Civil Service Law, the Homer Central School District hereby recognizes the Homer School Food Service Association, as sole and exclusive representatives for all employees described in section 3 of this Article for the purposes of collective bargaining and grievance. The parties agree that the Association shall have this unchallenged representation status for the term of the agreement.

### Section 2. No Strike Clause

The Association affirms that it does not assert the right to strike against the employer; it shall not cause, instigate, encourage or condone a strike.

### Section 3. Collective Bargaining Unit

All full-time and part-time employees of the cafeteria, which includes cooks, cashiers, cafeteria clerks, and food service workers of the Homer Central School District, shall be covered under this agreement. The Cafeteria Manager shall be excluded from this agreement as are all other employees.

## ARTICLE II Collective Negotiations

### Section 1.

It is expressly understood and agreed by both parties that all subjects have been discussed during the negotiations leading to this agreement which now represents the full and complete commitments of the District and the Association to each other and negotiations will not be reopened on any matter whether contained herein or not during the life of this agreement, unless mutually agreed upon.

### Section 2.

Either party wishing to negotiate a new Agreement shall so initiate in writing on or before January 1, 2009. A meeting shall be held within thirty (30) days to set up ground rules for negotiations.

### Section 3.

Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or take an active role in the activities of the Association without fear or coercion, reprisal, or penalty from the employer or their agents.

## Negotiation Procedures

### Section 4.

In order to negotiate with the C.S.O., the Association has established a Negotiation and Grievance Committee. This committee shall meet with a committee designated by the C.S.O. for the purpose of negotiating. While no final agreement shall be executed without ratification by the Association unit and the C.S.O., the parties mutually pledge that their representative will be clothed with the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. The meeting of the committee shall be open only to members of the respective committees with the exception that competent and professional and/or lay people may be invited to attend and participate in the deliberations.

### Section 5.

It is agreed by both parties that no items will be negotiated after the first of February other than those proposed prior to that date, unless mutually agreed upon.

ARTICLE III  
Staff Vacancies-New Positions  
Vacancies

Section 1.

As vacancies occur within the cafeteria, and the School District deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists. The vacancy will be posted for three (3) working days.

Section 2.

Employee will submit a request for consideration to the Cafeteria Manager.

Section 3.

Selection of employee applicants will be based upon qualifications and seniority from the entire School District, not from one particular school.

Section 4.

Cafeteria employees shall give written notice at least two (2) weeks in advance of their termination date. Employees failing to give proper notice shall forfeit any paid holidays that they would be entitled to during the period immediately preceding the termination and immediately following the termination date.

Section 5.

An employee who is required to terminate his/her employment because of an "emergency" situation or because of an unforeseen event, and therefore, cannot give a proper (2) week notice, will not be subject to Section 4 of this Article.

New Positions

Section 1.

New cafeteria positions will be published in each school cafeteria as soon as possible. Due consideration shall be given to suitable, qualified staff members when appointments are made.

## ARTICLE IV Layoff and Recall Procedures

### Section 1.

**Competitive Class:** In the event of suspension or demotion upon the abolition or reduction of positions, employees whose positions are classified within the competitive class of the classified service shall be processed in accordance with the New York State Civil Service Law.

### Section 2.

**Non-competitive Class:** In the event of reduction of positions (layoff), employees whose positions are classified within the Non-Competitive or Labor Class of the classified service shall be processed according to the following procedure:

1. **Seniority-** Seniority shall be defined as the length of continuous full-time service with the District in a title recognized by this agreement. Part-time service shall be prorated. (Example: eight (8) years part-time continuous service equals four (4) years service for purposes of implementing this section.)
2. Upon a layoff within the bargaining unit, employees holding the same class title in a temporary or probationary status shall be first laid off, in that order, before any permanent employees within that class title are removed.
3. Thereafter permanent employees holding the same class title within the District in which layoff occurs, shall be laid off in the inverse order of their standing on the seniority list, that is last in, first out.
4. The laid off employee shall be placed on a recall list for a period not to exceed one (1) year from the date of layoff.
5. The District shall be liable for any error on an abolition or reduction of positions (layoff) only from the date of the timely filing of a written grievance bringing said error to the District's attention, or in the case of a recall, from the timely filing date of a written grievance concerning said error to the date the District notifies the employee to return to work.
6. **Recall Procedures-** If, during the existence of a valid recall list, a vacancy which is to be filled occurs in a class title within the district, then the laid off or displaced employee in the same class title with the most seniority will be recalled if he/she has the ability to do the work and, if not, the next senior employee who has the ability to do the work will be recalled and so on until there call list is exhausted.
7. Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address as on file with the District. Failure of the employee to notify the District in writing delivered to the Office of the Superintendent, following notice of recall from layoff within



five (5), working days from the date of notice, shall be considered a refusal and the employee shall be processed as a quit and forfeit any and all recall rights.

8. Recall rights for employees on layoff will expire one (1) year from the date the employee was last laid off.

9. Temporary or probationary employees who have been laid off have no recall privileges.

10. The laid off employee, if recalled during the period of valid recall list, shall have any previously earned and unused sick leave restored.

## ARTICLE V Work Schedule

### Section 1.

Cafeteria employees will be required to work a maximum of 176 days and will be paid for nine (9) holidays. A total of 185 paid days from September 1 through June 30 will be used for initial base salaries.

If the work year should exceed 185 days, including holidays, the rate of 1/185 of yearly salary will be applied for each day in excess of 185 days.

### Section 2.

The yearly work schedule will be adjusted to the adopted school calendar each year.

### Section 3.

If the work year does not require 185 days, deduction at the rate of 1/185 will be employed for all absences from work without pay.

### Section 4.

Days included in the workday schedule, such as curriculum development days which are called off due to Board policy will not be considered paid workdays. Cafeteria employees will be paid for actual days worked plus the nine (9) holidays.

## ARTICLE VI Excused Absences, Leaves, and Holidays

### Section 1. Illness

Each member of the cafeteria staff shall be allowed 15 days per year for personal or family illness. During the 1<sup>st</sup> year of employment, personal illness time will be earned at the rate of 1.5 days per month. Unused personal and family illness may be accumulated up to a maximum of one hundred eighty-five (185) days.

Proof of illness shall be provided by the employee if the number of days of absence exceeds three (3) days.

The Superintendent of Schools reserves the right to require documentation of personal illness/family illness when a pattern of absence warrants. Such patterns would include, but not limited to: five (5) consecutive Mondays or consecutive Fridays, alternate Tuesdays, or the first day of each month.

Family is defined as spouse, son, daughter, mother, father, sister, brother, mother and father of spouse or someone residing with the family. Exceptions to the above will be given consideration on an individual basis.

### Section 2. Voluntary Transfer of Personal Illness Days for Serious and Involuntary Disabilities or Illness

Voluntary transfer of personal illness days will be established under the following guidelines:

1. An employee may voluntarily transfer personal illness days to another eligible employee who suffers from involuntary and serious disabilities or illness. Employees who desire to voluntarily transfer personal illness days will do so in writing to the Director of Business and Finance at the time an application is submitted by an eligible employee.
2. A maximum of 120 days of transferred personal illness days may be used by all unit members in any school year.
3. Eligibility for use of transferred personal illness days:
  - a. An employee must complete five (5) full years of continuous employment with the Homer Central School District in order to be eligible for use of voluntary transferred days.
  - b. An eligible employee must first exhaust all of her/his accumulated sick leave and have an illness or disability of at least four (4) consecutive weeks of duration.

c. The first twenty (20) consecutive days of illness or disability will not be covered by the voluntary transfer of personal illness days, but must be covered by the employee's own accumulated sick leave and/or absence without pay.

d. The District may require medical documentation of any claim for the use of voluntary transfer of personal illness days.

4. In order to determine the number of days that can be used, eligible employees may use the voluntary transfer of personal illness days based upon the following guidelines:

a. An employee will be eligible for three (3) days for each year of full-time continuous service with the Homer Central School District.

b. In addition to 4a, an employee will be eligible for one (1) day for each two (2) days of accumulated personal illness days as of the beginning of the contract year during which the involuntary and serious disability or illness commenced.

c. A maximum of forty (40) days may be used by each eligible employee from the transfer of personal illness days each school year during the life of the agreement.

5. If an employee becomes eligible for the use of voluntary transferred personal illness days, health insurance coverage on the cost-sharing basis will continue during the period of eligible usage of the transferred personal illness days.

6. The voluntary transfer of personal illness days and eligible usage shall be administered by a committee made up of two representatives of the Homer School Food Service Association and two representatives of the District. The final approval or denial by the committee of the transfer and use of days shall be binding.

7. The provisions of this article shall not be subject in any way to the Grievance Procedures.

### Section 3. Personal Days

Each employee shall be allowed two (2) days per year with pay for personal business leave. Personal business leave days are not accumulative, however any personal business leave days not used by the end of each school year shall be added to the employees' personal illness days. Employees shall give a forty-eight (48) hour notice prior to using a personal business leave day except in the case of an emergency. It is understood that personal business leave days are intended to be used for business that cannot be conducted outside of the normal working hours, nor for activities for which the employee will receive compensation.

It is further understood and agreed that personal days shall not be used to create or extend a vacation period and/or holiday nor for recreational and/or social purposes. Employees may request personal leave for other extenuating needs through written application to the Superintendent of Schools. In such cases the approval of such leave and the conditions of such

approval, shall be at the sole discretion of the Superintendent and such decisions shall not be grievable by the employee or their representative.

The District will establish and make available personal day request forms which must be submitted in accordance with the above notification.

#### Section 5. Bereavement Leave

1. Each member of the cafeteria staff will be allowed a maximum of five (5) days of absence with full pay for death in the immediate family each year.

Immediate Family is defined as spouse, daughter, son, mother, father, sister, brother, mother and father of spouse, grandparent, grandchild or someone residing with the family.

2. One (1) day may be granted for death of those who are like immediate family because of social and/or emotional bonds.

3. Other deaths may be considered by the Chief School Officer by immediate supervisor's excuse.

#### Section 6. Jury Duty and Court Attendance

On proof of the necessity of jury service or attending court pursuant to subpoena or other court order not as a party to litigation involved, an employee shall be granted a leave of absence with pay for such purpose by the Chief School Officer. Employees shall not be compensated additionally for jury duty pay while on the regular school district payroll.

#### Section 7. Pregnancy Leave

1. An employee who is pregnant must as soon as possible present a doctor's certificate stating the probable date of delivery.

2. An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so.

3. A leave of absence without pay will be granted to the employee from the date of the physician's recommendation that she cease working until sixty calendar days after delivery. Upon request, and subject to the approval of the Board of Education, an additional leave of absence may be granted up to one (1) additional year. Prior to the commencement of the leave of absence without pay, leave taken by the employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required. Employees on a leave of absence without pay shall be frozen in status at the time with respect to any and all rights and/or benefits as may be described within this labor agreement until such time as they are reinstated. Upon reinstatement, said employee shall begin again to accrue said rights and benefits as noted above.

## Section 8. Quarantine

Employees required to remain absent because of quarantine shall be granted leave with pay and no charge shall be made against personal illness leave. Prior to return to duty, or at any time before or during the quarantine period, the District may seek medical verification for said quarantine through the school physician or at the District's expense and said decision shall be controlling.

## Section 9. Holidays

1. The District's official school calendar indicates all legally observed holidays for District Employees. The following shall be paid holidays for members of the Cafeteria Unit:

### Holiday Name

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Dr. Martin Luther King, Jr.'s Birthday

2. Employees of the Cafeteria Unit are required to work their last scheduled workday before and the first scheduled workday following the paid holiday to be entitled to be paid for the holidays unless the absence is approved by the Supervisor.

## Section 10. Snow and Emergency Days

If the District is closed due to weather or other emergencies for one or more days, employees covered under this contract shall not suffer loss of pay. The District however, reserves the right to request employees to report to work if conditions permit and their attendance is required. Employees unable to report may apply to the Superintendent of Schools for relief from penalty and/or loss of pay for reasonable lateness due to the emergency.

If the District is required to "make up snow days" under Commissioner of Education Regulations, employees may be required to work without "extra" compensation to meet state aid requirements. A final pay adjustment will be made in June to compensate employees who worked both on emergency closing days and makeup days.

Employees who have requested and been granted a day of paid absence shall not be charged for the absence on a day when school is closed due to weather or other emergencies. Employees who have requested and been granted leave without pay shall suffer loss of pay regardless of whether or not school is in session.

## Section 11. Other Absences

The Cafeteria Manager, or in her absence, the person designated by the Director of Business and Finance, shall forward personal absence requests with her recommendations for approval or denial to the Director of Business and Finance for final approval.

## Section 12. Vacation

Ten (10) month employees of the District are not entitled to paid vacation periods or to the accumulation of paid vacation periods.

# ARTICLE VII Retirement

## Section 1.

By action of the Board of Education, the non-instructional employees of the School District may participate in the New York State Employees Retirement System.

## Section 2.

The Board of Education agrees to provide the following New York State Employees Retirement programs for members of the cafeteria staff:

Tier I & II Section 75I - 1/50 non-contributory plan  
Section 41J - Unused sick leave as additional credit

Section 60b - Guaranteed minimum death benefit

Tier III Article 14  
Section 41J - unused sick leave as additional credit

Section 60b - guaranteed minimum death benefit

Tier IV Article 15  
Section 41J - unused sick leave as additional credit

Section 60b - guaranteed minimum death benefit

ARTICLE VIII  
Health Insurance/Dental Insurance

Section 1.

Regular employees of the bargaining unit who are employed for four (4) or more hours per day will be eligible to participate in the District health insurance plan. The cost of this plan will be shared by the employee and the Board of Education.

During the life of this agreement, the Board will pay eighty-five (85%) of the cost for each employee requesting individual and/or family coverage.

New enrollees after July 1, 1993 will pay 20% of the total cost for individual and/or family coverage and the Board will pay 80% of the cost.

All employees working for the District who were covered or were eligible to participate under the health insurance plan as of June 30, 1993 will remain covered or eligible to participate in the health insurance plan throughout the term of this agreement.

If an employee joins the health insurance plan after July 1, 1993 and later becomes ineligible because of an involuntary reduction of work hours, the employee will continue to be eligible to participate in the health insurance plan.

Section 2.

Employees on leave of absence will be allowed to participate in the group health plan if they pay the total premium cost (both shares).

Section 3.

Group health plan coverage will commence upon enrollment and cease upon separation from the position.

Section 4.

The Association agrees that the employer reserves the right to change, alter or modify the health insurance plan and/or carrier presently in effect provided that the benefits remain equal to or greater than those presently in effect and the Association is given twenty (20) calendar days notice prior to the modification, alteration, or change. Any rebates and/or dividends shall accrue solely and exclusively to the employer.



#### Section 5.

Employees who retire from the District who have at least ten (10) years of continuous service, shall be eligible to credit unused sick leave towards continuing health insurance premiums. Such credit will be applied until exhausted toward the employee's share of continuing health insurance premiums.

Maximum Accumulation:	185 days
Credit	\$25/ day

#### Section 6.

Employees of the bargaining unit may participate in the District Dental Insurance Plan. Employees will be responsible for 100% of the premium.

## ARTICLE IX Compensation

### Section 1.

Overtime work for employees within this bargaining unit must have prior approval of the Director of Business and Finance through the Cafeteria Manager. After such approval, employees who work overtime shall be compensated for time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one and one-half (1 1/2) times the regular hourly rate.

The above applies to overtime work performed for the School District and does not apply to the work performed for outside organizations' who use the school cafeterias evenings and weekends. Such assignments are on a voluntary basis and not mandatory.

Employees may not establish their own hours; therefore, to work beyond the scheduled hours, permission must be received from the immediate supervisor. When granted, the employee will be required to work in fifteen (15) minute periods, (e.g., 3:15 - 3:30 - 3:45). It will not be acceptable in five minute periods.

In the event that a unit member serves as a substitute in a cook's position, the employee will receive extra pay in the amount of one dollar per hour over their normal hourly wage, or ten dollars per hour, whichever is more.

### Section 2.

**Rate increase for the 2006-07, 2007-08 and 2008-09 school years shall be computed as follows:**

- 1. Each employee enrolled in the District health insurance plan shall receive a .30 (thirty cents) per hour increase. Cooks and Office/School Lunch Cashier shall receive an additional .10 (ten cents) per hour increase.**
- 2. Employees not covered by District health insurance will receive a .50 (fifty cents) per hour increase.**
- 3. In the event an employee enrolls/drops the District Health Insurance during the school year their pay will be adjusted accordingly.**

### Section 3. Longevity Increments

After completion of ten years of service and beginning the 11th year, the employee will receive longevity per the following:

After 10 years - an additional \$.30/hr for base pay hours  
After 15 years - an additional \$.40/hr for base pay hours  
After 20 years - an additional \$.50/hr for base pay hours

If the employee's hire date falls after September 1 and prior to February 1, the longevity increment will be prorated by one-half beginning with the first paycheck after February 1 until June 30. Beginning on September 1, the full increment will be available to the employee.

### Conditions for Receiving Longevity Increments

1. Employees entitled to receive longevity increments shall be evaluated prior to receiving the increments. If performance is satisfactory, the increment shall be granted. If performance is unsatisfactory, the increment shall be withheld until the next yearly review.
2. A committee, composed of the Cafeteria Manager, employee's immediate supervisor, a member of the cafeteria Unit elected to the committee by the unit, and the Director of Business & Finance, would review and evaluate the performance of the individuals eligible for longevity. Their decision would be binding on both parties.
3. An evaluation instrument shall be used as a means for evaluating the employee's performance.

### Section 4. Probationary Period

Newly appointed employees of the Cafeteria shall be appointed and placed on a ninety (90) working days probationary period.

After an official vacancy has been established, and an employee has worked continuously in the vacated position, the date for the beginning of the probationary period will be the first day of continuous employment in the officially vacated position.

During the probationary period, the employee's performance will be evaluated by the immediate supervisor and cafeteria Manager.

Upon completion of the probationary period, the Cafeteria Manager will recommend that the employee be retained and/or dismissed. The evaluation and recommendation may be discussed with the employee, written or verbally.

The Cafeteria Manager's recommendations may be written and filed in the employee's folder.

## ARTICLE X Hours of Work

### Section 1.

The intent of this Article is to establish the work schedule for the various shifts in the Cafeteria.

### Section 2.

An employee who works five or more hours per day will be entitled to a thirty minute duty free, paid break period.

An employee who works a minimum of two and one half hours but less than five hours per day will be entitle to a fifteen minute duty free, paid break period.

It is understood that the employee is entitled to this amount of time each work day; however, the break period time may not be continuous but taken according to the lunch schedule of the school building.

It is understood that at least ten minutes of the time allowed for under this section will be arranged for "uninterrupted" each work day.

Employees hired after July 1, 1990 who work five (5) or more hours per day will be entitled to a fifteen (15) minute duty free break. Employees hired after July 1, 1990 who work less than five (5) hours per day will be granted ten (10) minutes per day break time, but such time will be without pay.

**ARTICLE XI**  
**Job Descriptions**

**Cook**

**GENERAL STATEMENT OF DUTIES:**

Prepares and cooks a variety of foods in quantity. Does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:**

This is important work involving responsibility for the preparation and cooking of a variety of nutritious meals. In large kitchens a cook usually has responsibility for one part of a meal such as the meat course or vegetables or pastries and desserts. In a small kitchen a cook may supervise the cooking of an entire meal and in some cases, may have charge of the entire kitchen operation. Work is performed under the close supervision of a School Lunch Manager, Cook-Manager, Senior Cook, a Nutrition Services Coordinator or a Nutritionist depending upon the agency involved. Supervision may be exercised over assistant cooks and/or food service helpers.

**EXAMPLES OF WORK: (Illustrative only)**

- 1) Prepares and cooks the more difficult courses of meals such as meats, fish, poultry, soups, vegetables, etc.
- 2) Supervises and participates in the preparation of salads, sandwiches, pastries and desserts.
- 3) Cuts, cleans and dresses meat, fish and poultry
- 4) May supervise the serving of food and may occasionally work at a steam table
- 5) May order daily supplies of bread, milk, ice cream, etc
- 6) May supervise the luncheon activities, ie. Setting and cleaning of dining tables and collection of donations for a Senior Citizens group.
- 7) May supervise the recreational activities of a Senior Citizen group
- 8) Supervise the work of assistants in the preparation of food and the cleaning of tables, kitchen utensils, stoves and kitchen.
- 9) Assists with management of food service program by conferring with superior on menu planning, maintaining simple records of supplies received and used, taking periodic inventory of supplies on hand and maintaining employee time records.
- 10) Checks on delivered supplies and supervises storage of items.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

Good knowledge of approved methods of preparing, cooking and baking food in large quantities. Good knowledge of modern cooking utensils, appliances and equipment. Good knowledge of kitchen and food sanitation. Ability to plan with a view to economy and efficiency in the use of supplies, equipment and food. Ability to follow recipes and oral and written directions. Ability to supervise the work of others engaged in food preparation and service. Ability to keep simple records. Dependability, cleanliness, good physical condition.

**ACCEPTABLE TRAINING AND EXPERIENCE:**

Two years of experience in large scale cooking or any equivalent combination of experience and training.

**ADMINISTRATIVE RELATIONSHIP:**

The Cook is directly responsible to the School Lunch Manager.

## ARTICLE XI

### **Food Service Helper**

#### **GENERAL STATEMENT OF DUTIES:**

Assists in the preparation and service of food and in the cleaning of kitchen equipment. Does related work as required.

#### **DISTINGUISHING FEATURES OF THE CLASS:**

This is routine manual work performed under immediate supervision in connection with the preparation and service of food. On occasion, food service helpers may perform cooking duties involving lesser degrees of skill than regularly required of employees in the classification of Cook.

#### **Examples of Work: (Illustrative only)**

- 1) Sets tables and clears them after meals.
- 2) Fills sugar bowls and salt and pepper shakers
- 3) Polishes silverware, tables and chairs
- 4) Cleans dining rooms, dish and linen closets
- 5) Cleans, washes and otherwise prepares vegetables and fruit for cooking
- 6) Assists in the preparation of salads and desserts
- 7) Helps cooks in any phase of their duties
- 8) Washes dishes, pots and pans by hand or machine
- 9) Sweeps, mops and cleans kitchen
- 10) May act as cashier
- 11) May on occasion assist an Aging Services Aide in recreation activities for the aging.

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

Working knowledge of proper methods of serving food and in the care of tableware, glassware, silver and kitchen appliances. Ability to follow oral and written directions. Cleanliness, good physical condition.

#### **ACCEPTABLE EXPERIENCE AND TRAINING:**

None is required

#### **ADMINISTRATIVE RELATIONSHIP:**

The Food Service Helper is directly responsible to the cook in the kitchen(s) in which he/she is assigned and is under the general supervision of the School Lunch Manager.

## ARTICLE XI

### **Office/School Lunch Cashier**

1. Distinguishing Features of the Class: This is routine clerical work involving responsibility for receiving and accounting for money collected in payment for school lunches. The incumbent operates a motor vehicle to make bank deposits of daily receipts. The work is performed under direct supervision of the School Lunch Manager in accordance with defined procedures. Detailed instructions are provided for new or unusual assignments. A School Lunch Cashier does related work as required.

2. Typical Work Activities:

- Collects payments for student and adult lunches;
- Maintains a routine record of number of lunches served, types of lunches, and amounts received;
- Operates a motor vehicle to receive the daily lunch monies collected at schools;
- Verifies amounts received, prepares deposit slips, and makes deposits;
- Operates a cash register and dispenses change;
- Sorts and rolls coins;
- Types a variety of materials such as letters, specifications, and employee notices;
- Reviews claim forms and invoices for accuracy and prepares warrants for payment;
- prepares and distributes lunch tickets for free or reduced price lunches;
- Assists in taking inventories of food, kitchen supplies, and equipment;
- Prepares daily tax records for adult lunches;
- Files correspondence, reports, records, forms, and other materials

3. Full Performance Knowledges, Skills, Abilities and Personal Characteristics: Working knowledge of business arithmetic and English; working knowledge of office terminology, procedures, and equipment; ability to accurately handle substantial sums of money; ability to type accurately at an acceptable rate of speed; ability to prepare and maintain routine records and reports; ability to follow oral and written instructions; ability to operate a motor vehicle in a safe and efficient manner; clerical aptitude; mental alertness; tact and courtesy; physical condition commensurate with the demands of the position.

4. Minimum Qualifications: Either:

A. Graduation from high school or possession of a high school equivalency diploma including or supplemented by a course in typing; or

B. One year of clerical experience involving typing and the handling and accounting of money.

5. Special Requirement:

Possession of an operator's license issued by the New York state Department of Motor Vehicles is required at the time of appointment.

## ARTICLE XII Grievance Procedure

### Section 1. Definition

1. Grievance shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement.
2. Supervisor shall mean the immediate administrative officer in charge of the cafeteria.
3. Employee shall mean a person employed by the district and recognized by this agreement.
4. Day shall mean all days other than Saturday, Sunday, or legal holidays as celebrated by the Homer Central School District. Legal holidays shall be excluded in computing the number of legal days in which action must be taken in any step of the grievance procedure.
5. Party shall mean the District and the grievant, or the Association.

### Section 2. Procedure for Filing a Grievance

1. All grievances shall include the name and position of the grievant, the nature of the grievance, the section of the contract violated, and the redress sought by the aggrieved party.
2. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
3. At all stages, the aggrieved employee shall have the right to be represented by the person of his/her choice.
4. The Association has the right to be present at all formal grievances being processed if they are not the employee's selected representative.
5. Matters for which statutory appeals procedures exist shall not be considered under this procedure.



### Section 3. Time Limits

1. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the informal grievance is forwarded at the first available stage within five (5) days after the act occurred on which the grievance is claimed.

2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved employee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure upon written notice to the appropriate district representative. The impending grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action which is subject to complaint.

### Section 4. Procedures to be followed

#### Stage 1

The aggrieved employee will first discuss an alleged grievance with her/his supervisor and attempt to resolve the problem informally.

In the event that resolution is not attained informally, the aggrieved employee within five (5) days after the conclusion of the informal discussion shall submit the alleged grievance in writing to his/her supervisor.

Within five (5) days after receipt of the grievance, the supervisor shall render a decision in writing to the aggrieved employee with a copy to the Association.

#### Stage II

In the event that the aggrieved employee is not satisfied with the Stage I decision, he or she may within five (5) days after the date of the decision file an appeal with the Superintendent.

Within five (5) days after receipt of this appeal, the Superintendent shall hold a hearing with the aggrieved employee in regard to the alleged grievance.

Within five (5) days after the conclusion of this hearing, the Superintendent shall render a decision in writing to the aggrieved employee with a copy to the Association.

### Stage III

In the event the aggrieved employee is not satisfied with the decision rendered at Stage II, he or she shall notify the Association. Only the Association can submit a grievance to arbitration. The Association may do so by notifying the Superintendent in writing within five (5) days from the date of the decision at Stage II was served on the grievant and the Association in person or by mail.

Within ten (10) school days after submission to arbitration, the aggrieved employee or the Superintendent will notify the American Arbitration Association of the alleged grievance and request the services of an arbitrator. Both the aggrieved employee and the District will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The parties will have the option of selecting the expedited arbitration proceeding as defined by the American Arbitration Association.

The arbitrator will hear the matter promptly and will issue his/her decision, if possible, not later than fifteen (15) calendar days from the date of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates any terms of this agreement; except as expressly limited by provisions of this agreement, the authority, rights, and responsibilities delegated under law to the Homer Board of Education are retained by said Board of Education and the arbitrator can set no redress which constitutes an expropriation of these rights.

The cost of the arbitration will be shared equally by the parties.

The cost of the grievant, witness or attorney's time, expense or other incidents shall be borne by the party so requesting or presenting a request for or on the behalf of said person.

Back pay awarded by the arbitrator shall be limited to compensation for the period of time between the date the grievance was initiated and the time the grievant was offered reinstatement.

Back pay awarded shall be computed by subtracting the monies earned from other sources during suspension, including but not limited to other employment, unemployment benefits, or other forms of federal and state compensation from the amount the grievant would have earned at the regular rate if working during the period of suspension.

The award of such arbitrator shall be final and binding.

ARTICLE XIII  
Taylor Law Requirement

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIV  
Savings Clause

This agreement and its component provisions are subordinate to any present or future Federal or New York Laws and Regulations. If any Federal or New York Law or Regulation, or the final decisions of any Federal or New York Court or administrative agency affects any provision of the Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise this agreement will not be affected.

ARTICLE XV  
Use of Room, Equipment, and Mail Service

Section 1.

The employer shall allow the use of a meeting room to the Association to conduct meetings.

Section 2.

The District shall allow a reasonable use of District equipment and mail service, so long as it does not interfere with the District operation.

Section 3.

All requests for use of meeting room, district equipment, and mail service shall be with the prior approval of the Superintendent of Schools.

Section 4.

Such request for use shall not be unreasonably withheld.

Section 5.

The Association will assume any and all reasonable cost incurred for use of or repair of any items as spoken to in Sections 1, 2, and 3, and that such use will not be of a political nature.

Section 6.

Employees will be provided at the beginning of each school year, a record indicating:

1. Name
2. Date of Hire
3. Accumulated Sick Days
4. Salary

Section 7.

If an emergency arises where it is necessary for the Association Field Staff Representative to contact employees during working hours, the representative will request such from the Superintendent of Schools or in his/her absence, the Director of Business & Finance.

## ARTICLE XVI Distribution

The Superintendent of Schools agrees to furnish a copy of this agreement to each employee in the bargaining unit.

## ARTICLE XVII Management Rights

### Section 1.

The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees, to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The School District reserves the right to reduce the work force at any time as conditions demand.

### Section 2.


It is the intention of the parties that all of the rights, powers, and authority that the District had Prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Homer School Food Service Association.

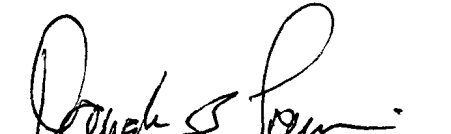
### Section 3.


In the exercise of such rights above, the Management of the District shall comply with the provisions of this Agreement.


ARTICLE XVIII  
Duration Clause


This contract shall be effective as of July 1, 2006 through June 30, 2009 except as expressly modified herein.

  
Sandra Cincotta, President

  
Douglas B. Larison  
Superintendent of Schools

  
Carolyn Riley, Vice President

  
Joan Redfield, Secretary

  
Cindy Petrella, Treasurer

June 12, 2006 Date

6-13-06 Date

